

This contract is provided for information purposes only. Contract terms and values may vary significantly from this specimen copy based on the state where the contract is issued. This contract may not be available in your state.



**NASSAU LIFE AND ANNUITY COMPANY**  
A Stock Company

Nassau Life and Annuity Company ("the Company") agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

If the contract is in force on the Contract Maturity Date, we shall begin to pay a series of annuity payments automatically to the Owner beginning on the Contract Maturity Date. The amount of each annuity payment, as described in the Annuity Benefits section, will be based on the Contract Value on the Contract Maturity Date and the annuity payment option rates in effect on the Contract Maturity Date.

We are issuing the contract in consideration of the application and our receipt of the premium payment at our Annuity Operations Division. The provisions of this and the following pages and any attachments make up your contract.

**RIGHT TO RETURN THIS CONTRACT.** This contract may be returned within 10 days ([30] days for replacements) after you receive it for a refund of the premium payment, less any withdrawals made under this contract as of the date of cancellation. This contract will be void from its beginning. You may return the contract by delivering or mailing it to us at the address below or by returning it to the agent through which it was delivered.

**Nassau Life and Annuity Company**

[Annuity Operations Division  
PO Box 219361  
Kansas City, MO 64121-9361  
Telephone (800) 541-0171]

Signed for Nassau Life and Annuity Company at [One American Row, Hartford, Connecticut 06115].

A handwritten signature in black ink, enclosed in square brackets.

[ President ]

A handwritten signature in black ink, enclosed in square brackets.

[ Secretary ]

**READ YOUR CONTRACT CAREFULLY**

**It is a legal contract between the Owner and Nassau Life and Annuity Company.**

**Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to surrender charges and taxes. In limited circumstances, amounts can be withdrawn without surrender charges and Market Value Adjustments.**

**Any paid-up annuity, cash surrender, or death benefits available under this contract will not be less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, [Model #805].**

Single Premium Individual Deferred Annuity  
Nonparticipating – not eligible for dividends

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## SECTION 2: DEFINITIONS

The term “**Age**” means the age of the individual on his or her last birthday.

The term “**Annuitant**” is the person on whose continuation of life the annuity benefit is based upon for this contract. The Annuitant is designated on the Schedule Pages when the contract is issued. There may be one or two Annuitants. A Joint Annuitant may be named. Unless otherwise prohibited by the terms of this contract and any attachments, the Annuitant or Joint Annuitant may be changed prior to the Contract Maturity Date. There may, however, be income tax consequences.

The term “**Annuity Payment Option**” means the provisions under which a series of annuity payments are made to the Owner or other payee, such as Life Annuity with Ten Years Certain.

The term “**Beneficiary**” is as defined in Section 4.

The term “**Cash Surrender Value**” means the amount the Owner will receive upon surrender. The amount is equal to the Contract Value, less any applicable surrender charges, adjusted by any applicable Market Value Adjustment and taxes. This amount will never be less than the Total Guaranteed Value.

The term “**Contract Anniversary**” means the same day and month as the Contract Issue Date of each year following the Contract Issue Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Contract Issue Date**” means the date this contract is issued and the date from which Contract Years are measured. The Contract Issue Date is shown on the Schedule Pages. The contract will begin in effect on the Contract Issue Date provided the premium is received and the Owner is alive.

The term “**Contract Maturity Date**” is the date elected by the Owner when annuity payments will commence under an Annuity Payment Option. The Contract Maturity Date is as shown on the Schedule Pages or as later changed, but cannot be earlier than the 1<sup>st</sup> Contract Anniversary or later than the Maximum Contract Maturity Date.

The term “**Contract Value**” means the premium plus all interest credited, less any partial surrender amount (including any applicable surrender charges and Market Value Adjustment), prior to the Contract Maturity Date.

The term “**Contract Year**” means the 12-month period beginning on the Contract Issue Date and each 12-month period thereafter.

The term “**Free Withdrawal Amount**” means the portion of your Contract Value you may withdraw free of any applicable surrender charge and Market Value Adjustment prior to the Contract Maturity Date. The term “**Guarantee Period**” means the period of Contract Years for which interest accrues at a guaranteed rate.

The term “**Guaranteed Interest Rate**” is the amount we will credit to the Contract Value for the duration of a Guarantee Period.

The term “**Gross Withdrawal**” means the amount deducted from the Contract Value as a consequence of your request for a withdrawal, including the requested amount, any applicable surrender charges, any applicable Market Value Adjustment, and any applicable taxes.

The term “**Joint Annuitant**” is one of the persons on whose continuation of life the annuity benefit is based upon for this contract. The Joint Annuitant, if any, is designated on the Schedule Pages when the contract is issued. Unless otherwise prohibited by the terms of this contract and any attachments, the Joint Annuitant may be changed prior to the Contract Maturity Date. There may, however, be income tax consequences.

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The term “**Market Value Adjustment (MVA)**” means the positive or negative change in the value you receive if you surrender your contract or take a withdrawal in excess of any applicable Free Withdrawal Amount.

The term “**Maximum Annuitization Age**” for the Annuitant means the Annuitant’s age that determines the Maximum Contract Maturity Date.

The term “**Maximum Annuitization Age**” for the Owner means the oldest Owner’s age that determines the Maximum Contract Maturity Date.

The term “**Maximum Contract Maturity Date**” means the latest Contract Anniversary on which annuity payments can begin. The Contract Maturity Date cannot be extended past the Maximum Contract Maturity Date unless as otherwise agreed to by us.

The term “**Minimum Contract Value**” means the minimum Contract Value below which the contract will terminate automatically.

The term “**Net Withdrawal**” means the payment you will receive as a consequence of your request for a withdrawal. The Net Withdrawal is equal to the Gross Withdrawal, adjusted by any applicable Market Value Adjustment, less any applicable surrender charges and taxes.

The term “**Owner**” or “**Owners**” means the person(s) (including non-natural person(s)) with ownership rights in the contract. The Owner is as shown on the Schedule Pages or as later changed. Only one Owner will be permitted if that Owner is a non-natural person.

The term “**Required Minimum Distribution**” or “**RMD**” refers to the amount that certain IRA owners and qualified plan participants must begin distributing from their retirement accounts as mandated by the Internal Revenue Code section 401(a)(9).

The term “**Total Guaranteed Value**” means the minimum value your contract will provide as the Cash Surrender Value, death benefit, or Contract Value at annuitization.

The term “**Window Period**” refers to the 30-day period beginning on the Contract Anniversary following the end of the preceding Guarantee Period. During this period any surrender amounts will not be subject to a Market Value Adjustment or a surrender charge.

The terms “**we**” “**us**” and “**our**” refer to the Company.

The terms “**written request**” and “**written notice**” mean a request or notice we receive in writing at our Annuity Operations Division in a form satisfactory to us.

The terms “**you**” and “**your**” refer to the Owner(s) of this contract, as defined in Section 4.

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### **SECTION 3: ENTIRE CONTRACT**

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This contract is an agreement between the Owner(s) and the Company. This contract and any attachments comprise the entire contract. The contract will be in effect on the Contract Issue Date. Any change in terms of this contract, as required to conform to law, must be signed by one of our executive officers and countersigned by another one of our executive officers. Any benefits payable under this contract are payable at our Annuity Operations Division.

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### **SECTION 4: OWNER(S) AND BENEFICIARY(IES)**

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#### **Owner(s)**

The Owner is the person, persons, or entity, with sole and absolute power to exercise all rights and privileges without the consent of any other party, except as otherwise provided by this contract or unless you provide otherwise by written notice. If there is more than one Owner, all Owners must consent to any changes. If no Owner is named, the Annuitant will be the Owner. Under contracts used with certain qualified plans or IRAs, the Owner must be the Annuitant. We may limit ownership by a non-natural person to specific situations.

#### **Beneficiary(ies)**

The Beneficiary is the person who receives death benefits under this contract. If there is no surviving Beneficiary when the death benefit becomes payable in accordance with Section 10, the Owner will be the Beneficiary. If the Owner is not living, then the estate of the Owner will be the Beneficiary.

The Owner and the Beneficiary will be as shown in the contract unless you change them or they are changed by the terms of this section.

#### **Changes**

While this contract is in effect, you may change the Beneficiary, subject to applicable laws and regulations.. You may also request a change to the Owner, which will be granted subject to applicable law. We reserve the right to request information regarding the relationship between any new Owner and the Annuitant or Joint Annuitant. You may name a different Annuitant or Joint Annuitant upon the death of the Annuitant or Joint Annuitant prior to the Contract Maturity Date, except when the contract is owned by a non-natural person or such change is prohibited by an attached rider. Changes to the Annuitant or Joint Annuitant are not permitted where the Owner is a non-natural person. Upon the death of the Annuitant or surviving Joint Annuitant, if such Annuitant or surviving Joint Annuitant is not also the Owner, and you do not name a new Annuitant, the Owner will become the Annuitant so long as the Owner is a natural person.

A request to make any changes must be made by written request to our Annuity Operations Division. If there is more than one Owner, all Owners must sign the request. If recorded by us, the change will be effective as of the date it was signed by the last Owner to sign, whether or not an Owner, Annuitant or Joint Annuitant is then alive, unless otherwise specified by the Owner. The change, however, will be subject to any payments made (including claims paid) or other action taken by us before we received the notice at our Annuity Operations Division. A change of ownership may result in income tax consequences.

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## SECTION 5: PREMIUM AND ALLOCATION

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### **Premium**

The amount applied to this contract on the Contract Issue Date will be the premium received, minus a deduction for any applicable tax including premium tax. The premium as shown on the Schedule Pages, is payable at our Annuity Operations Division. The premium is due on the Contract Issue Date and may not be less than the Minimum Premium or greater than the Maximum Premium shown on the Schedule Pages, without our prior approval. No benefit associated with any such premium will be provided until it is actually received by us at our Annuity Operations Division, and only if received prior to the Contract Issue Date.

### **Tax**

A premium tax (or similar tax) may be required based on the laws of the state of delivery or the state where the Owner resides on the Contract Issue Date. The premium tax rate, if any, as of the Contract Issue Date, is shown on the Schedule Pages. This charge, if any, will be deducted either from the premium or from the Contract Value if and when such tax is incurred by us. We will pay any premium tax due and will reimburse ourselves upon the earliest of withdrawal, surrender, payment of death proceeds or the Contract Maturity Date. On withdrawal, we will deduct a pro rata amount of the tax based upon the ratio of the amount withdrawn to the Contract Value.

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## SECTION 6: DETERMINING CONTRACT VALUE

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### **Contract Value**

Prior to the Contract Maturity Date, the Contract Value equals the premium plus all interest credited, less any partial surrender amount (including any applicable surrender charges and Market Value Adjustment). Interest is credited daily. The Guaranteed Interest Rate and the Minimum Guaranteed Interest Rate shown on the Schedule Pages each represents the effective annual interest rate that will be credited when daily interest rates have been compounded daily.

### **Initial Guarantee Period**

During the initial Guarantee Period, your Contract Value will accumulate daily at the initial Guaranteed Interest Rate for the length of the initial Guarantee Period you selected as shown on the Schedule Pages.

### **Subsequent Guarantee Periods**

Prior to the end of each Guarantee Period, we will declare a new Guaranteed Interest Rate for each available Guarantee Period that will apply for the subsequent Guarantee Period. You will be provided with this information in writing prior to the start of each Window Period and will include the start and end date of for that Window Period, the subsequent Guarantee Periods that will be available for election during that Window Period and the Guaranteed Interest Rate associated with each of the new Guarantee Periods. The Guaranteed Interest Rate will never be less than the Minimum Guaranteed Interest Rate that appears on the Schedule Pages.

At the end of each Guarantee Period, you will have a Window Period to (1) partially or fully surrender the Contract Value with no surrender charge or Market Value Adjustment, (2) choose a different length Guarantee Period, or (3) renew the same length Guarantee Period. If we do not receive any of these elections by written notice from you by the end of the Window Period, your Contract Value will be applied to the same length Guarantee Period as the one just ended. If that Guarantee Period is no longer available, we will apply your Contract Value to the next longest Guarantee Period that ends prior to the Maximum Contract Maturity Date. You may not select a Guarantee Period that would extend your contract beyond the Maximum Contract Maturity Date. If all Guarantee Periods that we offer would extend your contract beyond the Maximum Contract Maturity Date, a Guarantee Period that ends on or before the Maximum Contract Maturity Date will be made available to you.

Regardless of whether you choose a different Guarantee Period during the Window Period or your Contract Value is automatically applied to another cycle of the same length Guarantee Period (either by choice or as a default) during the Window Period, the Contract Value will be applied in the applicable manner as of your Contract Anniversary. You may not change Guarantee Periods except during the Window Period and all Contract Value must be applied to only one Guarantee Period at a time.

To the extent permitted by law, we reserve the right to discontinue offering Guarantee Periods at any time and to offer other Guarantee Periods that differ from those available at the time your contract was issued.

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## SECTION 7: MARKET VALUE ADJUSTMENT

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Amounts surrendered prior to the end of the Guarantee Period will be subject to a MVA, as described below. The MVA will not apply to any amounts surrendered during the Window Period.

MVA equals the Contract Value withdrawn or surrendered in excess of any applicable Free Withdrawal Amount multiplied by:

$$((1 + i)/(1 + j [+ k]))^{n/12} - 1$$

Where:

i - is the Guaranteed Interest Rate being credited during the current Guarantee Period;

j - is the current rate, which is the current interest rate, for new deposits with a Guarantee Period equal to the number of years remaining in the current Guarantee Period, rounded up to the next higher number of complete years;

[k - is the Adjustment Factor as shown in the Schedule Pages, which is added to the j in the calculation of the MVA;]

n - is the number of months rounded up to the next whole number from the date of the withdrawal to the end of the current Guarantee Period.

If we no longer issue this contract, j will be determined by the current interest rate that is offered upon renewal with a Guarantee Period equal to the number of years remaining in the current Guarantee Period, rounded up to the next higher number of complete years.

If we do not offer a Guarantee Period equal to the number of years remaining in the current Guarantee Period, j will be determined by interpolation of the Guaranteed Interest Rate for the Guarantee Periods then available.

The MVA is waived on any available Free Withdrawal Amount, including RMDs, with respect to this contract (as determined by us), if applicable, on death, and when Contract Value is applied to an Annuity Payment Option.

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## SECTION 8: WITHDRAWALS, SURRENDER AND CHARGES

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### Withdrawals

Withdrawal refers to a partial or full surrender of the Contract Value. You may request a withdrawal of any amount equal to or greater than the Minimum Withdrawal Amount from the Contract Value at any time prior to the Contract Maturity Date. To request a withdrawal, you must make a written request and include any tax withholding and information reporting data we may reasonably require. Withdrawals will be adjusted by any Market Value Adjustment, which may be negative or positive, and reduced by any applicable surrender charges and taxes. The payment you will receive is the Net Withdrawal.

### Free Withdrawal Amount

The Free Withdrawal Amount Percentage, is shown on the Schedule Pages. You may withdraw a portion of your Contract Value free of any applicable surrender charge and Market Value Adjustment each Contract Year. This portion of your Contract Value is called the Free Withdrawal Amount. The Free Withdrawal Amount is equal to the greater of the RMD associated with this contract, if any, as determined by us, for certain qualified plans or IRA contracts, or the Contract Value as of the preceding Contract Anniversary multiplied by the applicable Free Withdrawal Amount Percentage shown on the Schedule Pages. RMDs are subject to the following limitation only in the first Contract Year: If your contract is issued after February 15th and you take your RMD from the contract in that calendar year, any amount of your RMD that exceeds the Free Withdrawal Amount will be adjusted by a Market Value Adjustment and subject to a surrender charge. Any Free Withdrawal Amount taken during the Contract Year will reduce the total Free Withdrawal Amount available to you in that Contract Year on a dollar for dollar basis. The surrender charge will be based on when you take the withdrawal and is assessed using the Surrender Charge Schedule in the Schedule Pages.

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**Partial Surrender not be available in your state.**

Prior to the Contract Maturity Date you may partially surrender this contract for any part of the contract's Cash Surrender Value. If the Contract Value that would remain after the partial surrender is less than the Minimum Contract Value shown in the Schedule Pages, we will process your request as a request for a full surrender of the contract, the contract will terminate and the Cash Surrender Value will be paid to the Owner.

### **Surrender**

You may request a withdrawal of the entire Contract Value at any time prior to the Contract Maturity Date; this is a surrender. Surrender charges, Market Value Adjustment, and taxes will be applied, if applicable. The payment you will receive is the Cash Surrender Value. Except as otherwise determined by an attached rider, amendment or endorsement, your contract will terminate if we process your request for a full surrender.

The Cash Surrender Value you receive upon surrender will never be less than the Total Guaranteed Value.

### **Request for Surrender**

To request a surrender, you must make a written request and include such tax withholding and signature verification information as we may reasonably require. The Cash Surrender Value will be determined on the date that we process the request.

### **Surrender Charge**

The Surrender Charge Schedule is shown on the Schedule Pages. A surrender charge may apply to a withdrawal, depending on the date the withdrawal or surrender is taken. During the surrender charge period, if you take a partial surrender, the surrender charge will be applied to the amount withdrawn in excess of any available Free Withdrawal Amount. If you fully surrender your contract during the surrender charge period, then the surrender charge is applied to the Contract Value. Surrender charges will be waived upon death and annuitization.

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## **SECTION 9: TOTAL GUARANTEED VALUE**

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The Total Guaranteed Value is the minimum value your contract will provide as the Cash Surrender Value, death benefit, or Contract Value to be applied to an Annuity Payment Option. The initial Total Guaranteed Value is equal to the premium multiplied by the Total Guaranteed Value Premium Factor. The Total Guaranteed Value accumulates at the Total Guaranteed Value Interest Rate, which is guaranteed for the life of the contract. The Total Guaranteed Value Interest Rate and the Total Guaranteed Value Premium Factor are shown on the Schedule Pages.

### **Calculating the Total Guaranteed Value**

On the Contract Issue Date, the Total Guaranteed Value equals the premium, multiplied by the Total Guaranteed Value Premium Factor.

On any given day after the Contract Issue Date, the Total Guaranteed Value equals:

- (a) the Total Guaranteed Value on the previous day, plus
- (b) daily interest credited since the previous day at an annualized Total Guaranteed Value Interest Rate, minus
- (c) Net Withdrawals since the previous day.



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## **SECTION 10: DEATH BENEFIT**

The death benefit will be determined upon the first death of any Owner. The death benefit is equal to the greater of the Contract Value or the Total Guaranteed Value as of the date of death. No surrender charge or Market Value Adjustment will be included in the death benefit calculation. If a death occurs during a Guarantee Period, that Guarantee Period will end on the date of death. This contract is intended to comply with the requirements of Internal Revenue Code 72(s), as applicable, and is to be interpreted in accordance with such requirements.

### **Interest on Payment of Death Benefit**

Interest will be paid for the period of time that elapses between the date of death and the date a death benefit is paid. Any interest paid is the current rate of interest we declare for this purpose. Post-death interest will not accrue on amounts payable under the lifetime or life expectancy annuity payments described in the Distribution at Death Requirements section below or if death occurs on or after the Contract Maturity Date.

Any death benefit that is paid more than thirty (30) calendar days from the latest of the following items will accrue additional interest at a rate of ten (10%) annually from the date of occurrence until the date the death benefit is paid:

- (a) The date that due proof of death is received by us;
- (b) The date we receive sufficient information to determine our liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
- (c) The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of the same is provided to the company. Legal impediments to payment include, but are not limited to (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors and administrators or the establishment of UTMA/UGMA accounts if the payee is a minor; and (iii) the submission of information required to satisfy state and federal reporting requirements.

### **Death Before Contract Maturity Date**

If the contract is held by a single Owner who dies before the Contract Maturity Date, we will pay the death benefit to the Beneficiary following receipt of the contract, administrative claim form and a certified death certificate, or any other proof acceptable to us. If there is more than one Owner and one Owner dies before the Contract Maturity Date, we will pay the death benefit to the surviving Owner(s), if any, who will be deemed to be the Beneficiary(s).

If any Owner of the contract is a non-natural person, and the Annuitant or Joint Annuitant, if any, dies or is changed before the Contract Maturity Date, the death or change is treated as the death of the Owner.

### **Spousal Continuation Option**

If the spouse of a deceased Owner is the Beneficiary, the surviving spouse may elect to continue the contract as the new Owner. To elect the spousal continuation option on a non-qualified contract, the surviving spouse must be the sole Beneficiary. The spouse will become the Owner of the contract, with all the rights of the deceased Owner. If the surviving spouse elects to continue the contract, this Death Benefit section shall apply on the death of the surviving spouse, and not on the death of the deceased Owner.

### **Distribution at Death Requirements**

If any Owner dies before the Contract Maturity Date, the entire interest in the contract must be distributed within five (5) years after the date of death. In the alternative to payment within five (5) years, if any portion of the Owner's interest is payable to a Beneficiary, such Beneficiary may choose to take distributions over the life of such Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary) as long as these lifetime or life expectancy payments begin no later than one year after the date of death of the Owner. If lifetime or life expectancy payments do not timely commence, or the Beneficiary is a non-natural person, the entire interest will be distributed in a lump sum no later than five years after the date of death.

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#### **Death On or After the Contract Maturity Date**

If any Owner dies on or after the Contract Maturity Date, or if any Owner of the contract is not an individual and the Annuitant or Joint Annuitant dies on or after the Contract Maturity Date, any remaining annuity payments must be distributed at least as rapidly as under the method of distributions being used as of the date of death. These payments will be paid to the Beneficiary under the Annuity Payment Option in effect on the date of death. If the contract has two Owners and one Owner dies, the surviving Owner will be deemed to be the Beneficiary. Payments to the Beneficiary, or surviving Owner, may not be deferred or otherwise extended. Except as otherwise provided in Section 18, no death benefit is payable on death on or after the Contract Maturity Date.

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### **SECTION 11: ASSIGNMENT**

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You may by written notice collaterally assign your interest in this contract, except as otherwise provided, without the consent of any person other than an irrevocable Beneficiary. Your interest, any interest of the Annuitant, Joint Annuitant and of any revocable Beneficiary shall be subject to the terms of the assignment. The written notice of assignment must be filed with us at our Annuity Operations Division. If there is more than one Owner, all Owners must sign the request. When recorded, it will bind us as of the date you sign it, unless otherwise specified by the Owner, subject to any payments made (including claims paid) or action taken by us before we received the written assignment at our Annuity Operations Division. In no event will we be responsible for the validity or sufficiency of any assignment. An assignee cannot change the Beneficiary, Owner, Annuitant or Joint Annuitant.

If this contract is issued in a qualified plan or an IRA, this contract is subject to assignment restrictions for federal income tax purposes. In such event, this contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

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### **SECTION 12: DEFERRAL OF DETERMINATIONS**

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We may postpone the processing of any withdrawal or surrender for up to six months from the date of request contingent upon approval by the insurance regulator in our state of domicile, which is Connecticut..

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### **SECTION 13: PROOF REQUIRED FOR PAYMENT**

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We may require proof of the correct Age of the Annuitant and Joint Annuitant, if any, before any annuity payments begin. We also have the right to require proof of the identity, Age, sex, and survival of any person entitled to any payment under this contract or upon whose life any payments depend, to the extent permitted by the Uniform Standards of the IIPRC.

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### **SECTION 14: MISSTATEMENTS AND INCONTESTABILITY**

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#### **Misstatements**

If the Age or sex of the Annuitant or Joint Annuitant has been misstated in this contract, any benefits payable will be adjusted to the amount that the Contract Value would have purchased based on the Annuitant's or Joint Annuitant's correct Age and sex, to the extent permitted by the jurisdiction in which this contract is issued. Any overpayment(s) and underpayment(s) made by us will be charged or credited against future payments to be made under the contract. We will charge interest on any overpayments and credit interest on any underpayments at the effective annual rate of 6%.

#### **Incontestability**

The contract shall be incontestable from the Contract Issue Date unless there was fraud in the procurement of the contract, when permitted by applicable law in the state where the contract is delivered or issued for delivery.

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#### **SECTION 15: STATEMENT OF ACCOUNT**

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We will provide you a statement of account at least annually without charge via paper or electronic mail. The statement of account will include: the beginning and end dates of the current report period, the Contract Value at the beginning and end of the current report period, the Cash Surrender Value, the death benefit, transaction information, and withdrawals. The statement of account will also include the cash value prior to the application of any MVA formula and the MVA amount used to determine the Cash Surrender Value. The statement of account will show any other information required by the state or federal laws or regulations. The statement of account will be mailed to your most recent post office address or, if permitted by applicable law, to your electronic account or most recent email address on file at our Annuity Operations Division and will provide information as of a date no more than four months before the date of the mailing. We will provide an additional statement of account to the Owner upon request free of charge.

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#### **SECTION 16: CONTRACT MATURITY DATE**

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Unless you request a different date when you apply for the contract or otherwise notify us in writing, the Contract Maturity Date will be the Maximum Contract Maturity Date. The Maximum Contract Maturity Date will be the later of (a) and (b), where (a) is ten years after the Contract Issue Date and (b) is the earlier of (i) and (ii) below, where:

- (i) is the Contract Anniversary following the date the oldest Owner attains the Maximum Annuitization Age,
- (ii) is the Contract Anniversary following the date the oldest Annuitant attains the Maximum Annuitization Age.

You may, by written request, change your Contract Maturity Date at any time before 30 days prior to the current Contract Maturity Date. The new Contract Maturity Date must be on or before the Maximum Contract Maturity Date and may not be earlier than the first Contract Anniversary.

If this contract is issued in a qualified plan or IRA, the Contract Maturity Date may be modified pursuant to requirements set forth in the Internal Revenue Code.

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#### **SECTION 17: CONFORMITY WITH LAW**

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This contract is approved under the authority of the Interstate Insurance Product Regulation Commission (IIPRC) and issued under the Commission standards. Any provision of this contract that is in conflict with IIPRC standards for this product type, is hereby amended to conform to said standards as of the provision's effective date. This contract is subject to all laws that apply.

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#### **SECTION 18: ANNUITY BENEFITS**

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On or before the Contract Maturity Date, you may elect any one of the Annuity Payment Options as described in Section 18. If no election is made, we will begin to pay a series of annuity payments to the Owner beginning on the Contract Maturity Date for a period certain of 10 years and as long thereafter as the Annuitant (or Joint Annuitant, if one is named) is alive. The amount of each annuity payment will be equal to the Contract Value as described in Section 2, less any applicable tax, divided by \$1,000 and then multiplied by the applicable annuity payment option rates in effect on the Contract Maturity Date.

If the amount to be applied on the Contract Maturity Date would result in monthly payments of less than \$20, we may pay such amount to you in one lump sum. We also have the right to change the annuity payment frequency to annual if the monthly annuity payment is less than \$20.

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## **SECTION 19: ANNUITY PAYMENT OPTIONS**

Election of an Annuity Payment Option must be made by written request. We reserve the right to require that the election of an Annuity Payment Option be in the form of a supplementary contract distributed by us reflecting the terms of the Annuity Payment Option elected. We have the right to require proof of Age and sex of any person on whose life payments depend, to the extent permitted by the jurisdiction in which this contract is issued, as well as proof of the continued survival of any such person. You may not change the Annuity Payment Option you elected after the first annuity payment is made. When a Beneficiary elects to apply the death benefit under an available Annuity Payment Option, the term "Annuitant" as used in the description of the Annuity Payment Options is a reference to the Beneficiary. The annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the Cash Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by us at the time to the same class of annuitants.

### **Calculation of Annuity Payments**

Under the Annuity Payment Options, a stream of annuity payments is purchased on the Contract Maturity Date. The amount of the annuity payment is equal to the Contract Value on the Contract Maturity Date, divided by \$1,000 and then multiplied by the applicable annuity payment option rates for the Annuity Payment Option selected in effect on the Contract Maturity Date.

### **Life Annuity with Specified Period Certain**

A fixed payout annuity payable monthly while the Annuitant is living or, if later, the end of the specified period certain. The period certain may be specified as 5, 10, or 20 years. The period certain must be elected at the time this option is elected.

### **Non-Refund Life Annuity**

A fixed payout annuity payable monthly while the Annuitant is living and ending with the last Life payment due preceding the date of the Annuitant's death.

### **Joint and Survivorship Life Annuity**

A fixed payout annuity payable monthly while the Annuitant and the designated Joint Annuitant are living, and continuing thereafter during the lifetime of the survivor. The amount to be continued to the survivor is 100% of the joint annuity payment. The designated Joint Annuitant must be designated at the time this option is elected and must have an adjusted age of at least 40. The adjusted age is the person's age on his or her birthday nearest the Contract Maturity Date.

### **Installment Refund Life Annuity**

A fixed payout annuity payable monthly while the Annuitant is living or, if later, the date the annuity payments made under this option total an amount which refunds the entire amount applied under this option. If the Annuitant is not living when the final payment falls due, that payment will be limited to the amount which needs to be added to the payments already made to equal the entire amount applied under this option.

### **Joint and Survivorship Life Annuity with 10-Year Period Certain**

A fixed payout annuity payable monthly while either the Annuitant or designated Joint Annuitant is living, or if later, the end of 10 years. The designated Joint Annuitant must be designated at the time this option is elected and must have an adjusted age of at least 40 years. The adjusted age is the person's age on his or her birthday nearest the Contract Maturity Date.

### **Payments for a Specified Period**

Equal income installments for a specified period of years are paid and are not dependent on the continuation of a life whether the payee lives or dies. The period certain specified must be in whole numbers of years from 10 to 30.

### **Payments of a Specified Amount**

Equal income installments of a specified amount are paid until the principal sum remaining under this option from the amount applied is less than the amount of the installment. When that happens, the principal sum remaining will be paid as a final payment. The amount specified must provide for payments for a period of at least 5 years.

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Other Options  
We may offer other payment options or alternative versions of the options listed above.

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### TABLES OF ANNUITY PAYMENT OPTION FACTORS

The tables in this section show the guaranteed minimum monthly annuity payment option rates. The guaranteed annuity payment option rates for all life contingent options are based on the 2000 Individual Annuity Mortality Table with a 10-year age setback and an interest rate of 2.5%. The options for Payment for a Specified Period and Payment of a Specified Amount are based on an interest rate of 1.5%.

If our rates in effect on the Contract Maturity Date are more favorable, we will use those rates, referred to as the current annuity payment option rates. Amounts for payment frequencies, periods or ages not shown will be furnished upon request. The term "age" as used in the tables refers to the actual age of the Annuitant on the Contract Maturity Date.

If your contract is issued in a state that requires unisex rates:

- For the single life annuity payout options, the Female rates are used for all annuitants.
- For the joint life annuity payout options, references to 'Female' are replaced with 'Annuitant' and references to 'Male' are replaced with 'Joint Annuitant'.

#### Life Annuity with Specified Period Certain Non-Refund Life Annuity Installment Refund Life Annuity

Age	Male					Female				
	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life
		5-Year	10-Year	20-Year			5-Year	10-Year	20-Year	
40	\$2.90	\$2.90	\$2.89	\$2.89	\$2.85	\$2.79	\$2.79	\$2.79	\$2.78	\$2.76
45	3.05	3.05	3.05	3.03	2.99	2.92	2.92	2.92	2.91	2.88
50	3.24	3.24	3.24	3.21	3.15	3.08	3.08	3.08	3.06	3.02
55	3.49	3.48	3.47	3.42	3.35	3.28	3.28	3.28	3.25	3.20
60	3.79	3.79	3.76	3.67	3.58	3.54	3.54	3.53	3.48	3.41
65	4.18	4.17	4.13	3.97	3.87	3.87	3.87	3.85	3.76	3.68
70	4.69	4.67	4.61	4.30	4.24	4.31	4.30	4.26	4.09	4.01
75	5.40	5.36	5.21	4.63	4.68	4.90	4.88	4.81	4.45	4.44
80	6.38	6.28	5.97	4.92	5.24	5.73	5.68	5.51	4.80	4.98
85	7.73	7.49	6.82	5.12	5.93	6.94	6.81	6.41	5.07	5.67
90	9.61	9.04	7.70	5.22	6.78	8.73	8.38	7.42	5.21	6.55

#### Joint and Survivorship Life Annuity – 100% to Survivor

Female Age	Male Age										
	40	45	50	55	60	65	70	75	80	85	90
40	\$2.65	\$2.69	\$2.72	\$2.74	\$2.75	\$2.76	\$2.77	\$2.78	\$2.78	\$2.78	\$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.92
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.05	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.51	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.83
70	2.86	2.99	3.14	3.31	3.49	3.66	3.83	3.98	4.09	4.18	4.23
75	2.87	3.01	3.18	3.37	3.58	3.81	4.05	4.28	4.48	4.63	4.74
80	2.88	3.03	3.20	3.41	3.65	3.93	4.25	4.58	4.89	5.17	5.38
85	2.89	3.04	3.22	3.44	3.70	4.03	4.41	4.84	5.31	5.76	6.15
90	2.89	3.04	3.23	3.46	3.74	4.09	4.52	5.05	5.67	6.34	6.99

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**Joint Survivor Life Annuity with 10 Year Period Certain – 100% to Survivor**

Female Age	Male Age										
	40	45	50	55	60	65	70	75	80	85	90
40	\$2.65	\$2.69	\$2.72	\$2.74	\$2.75	\$2.76	\$2.77	\$2.78	\$2.78	\$2.78	\$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.91
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.04	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.50	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.82
70	2.86	2.99	3.14	3.31	3.48	3.66	3.83	3.98	4.09	4.17	4.21
75	2.87	3.01	3.17	3.36	3.58	3.81	4.05	4.27	4.47	4.61	4.71
80	2.88	3.03	3.20	3.41	3.65	3.93	4.24	4.56	4.87	5.12	5.31
85	2.89	3.04	3.22	3.44	3.70	4.02	4.39	4.82	5.26	5.67	5.99
90	2.89	3.04	3.23	3.45	3.73	4.08	4.50	5.01	5.58	6.15	6.66

**Payments for a Specified Period**

Number of Years	Annual Installment	Monthly Installment
10	106.83	8.96
11	97.83	8.21
12	90.33	7.58
13	83.98	7.05
14	78.55	6.59
15	73.84	6.20
16	69.72	5.85
17	66.09	5.55
18	62.86	5.27
19	59.98	5.03
20	57.38	4.81
25	47.55	3.99
30	41.02	3.44

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**Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to surrender charges and taxes. In limited circumstances, amounts can be withdrawn without surrender charges and Market Value Adjustments.**

**Any paid-up annuity, cash surrender, or death benefits available under this contract will not be less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, [Model #805].**

Single Premium Individual Deferred Annuity  
Nonparticipating – not eligible for dividends